

# Article of Agreement,

MADE THE 20<sup>th</sup> day of July in the year two thousand twenty-four (2024)

BETWEEN P. ROBERT WENGER and DEBORAH A. WENGER, his wife, of 172 Cardinal Drive, Quarryville, Pennsylvania, Sellers

and

\_\_\_\_\_ Buyer

WITNESSETH, that the said Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed have agreed and do hereby agree to sell and convey unto the said Buyer, his heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of \_\_\_\_\_ Dollars, to be paid as follows:

- \$30,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before September 13, 2024.
- The property that is subject to this Agreement is described as follows: All those certain two tracts of land situate in Tuscarora Township, Perry County, Pennsylvania, containing 112 acres, more or less. Being Tax Parcel No. 260,034.00-001.000 and being the remaining part of deed recorded in Perry County Record Book 999, Page 052 and all of deed recorded in Perry County Instrument No. 200505108.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, his heirs, or assigns, on the day of settlement until which time the Seller shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Sellers will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price. Buyer agrees to accept title subject to enrollment in the Clean and Green Program.

- Risk of loss from fire or other casualty shall remain in the Seller until final settlement. In case of fire or other casualty prior to settlement, the Buyer shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.
- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

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P. ROBERT WENGER

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DEBORAH A. WENGER

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